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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Ex parte VALERIE M. BENNETT, GEORGE L. FRIDRICH, and
MOHIT JAIN

Appeal 2009-013555
Application 10/733,985
Technology Center 3600

Decided: January 22, 2010

Before MURRIEL E. CRAWFORD, HUBERT C. LORIN, and
KEVIN F. TURNER, *Administrative Patent Judges*.

TURNER, *Administrative Patent Judge*.

DECISION ON APPEAL

STATEMENT OF CASE

Appellants seek our review under 35 U.S.C. § 134 of the final rejections of claims 1-6 and 12. We have jurisdiction under 35 U.S.C. § 6(b).

A related Application, 10/733,625, of the present Application, is currently on appeal, no Appeal Number has been assigned.

SUMMARY OF THE DECISION

We AFFIRM.¹

THE INVENTION

Appellants' claimed invention relates to a method for selectively subscribing to content which enables a user to go to a Web site, select the content in which the user is interested in, and then dynamically subscribe to the content selected. (Spec. p. 6, ll. 7-10).

Independent claim 1, which is deemed to be representative, reads as follows:

1. A method of selectively subscribing to content in a computing environment, comprising:
 - enabling a user to identify, from a rendered view of content, a portion of the content which is of interest to the user, wherein a renderer of the view of the content has not provided a subscription interface thereto; and
 - registering a subscription, for the user, to the identified portion of the content.

¹ Our decision will make reference to the Appellants' Appeal Brief ("Br.," filed Jan. 21, 2009) and the Examiner's Answer ("Ans.," mailed Apr. 28, 2009).

THE REJECTION

The prior art relied upon by the Examiner in rejecting the claims on appeal is:

Currans et al.

6,731,393 B1

May 4, 2004

The Examiner rejected claims 1-6 and 12 under 35 U.S.C. § 102(b) as anticipated by Currans.

Rather than repeat the arguments of Appellants or the Examiner, we make reference to the Brief and the Answer for their respective details. Only those arguments actually made by Appellants have been considered in this decision. Arguments that Appellants did not make in the Brief have not been considered and are deemed to be waived. *See* 37 C.F.R. § 41.37(c)(1)(vii).

ISSUE

Have Appellants shown the Examiner erred in finding that Currans discloses the limitations “enabling a user to identify, from a rendered view of content, a portion of the content which is of interest to the user, wherein a renderer of the view of the content has not provided a subscription interface thereto” and “registering a subscription, for the user, to the identified portion of the content,” both as recited in claim 1 and “using the registered subscription to deliver updates of the identified portion of the content to the user,” as recited in claim 2, under 35 U.S.C. § 102(b)?

FINDINGS OF FACT

The record supports the following findings of fact (FF) by at least a preponderance of the evidence. *In re Caveney*, 761 F.2d 671, 674 (Fed. Cir. 1985) (explaining the general evidentiary standard for proceedings before the Office).

Claim Interpretation

1. Appellants' have not provided a lexicographic definition of "rendered view" or "renderer."
2. The ordinary and customary meaning of "render" in the context of computer science is, "[t]o convert (graphics) from a file into visual form, as on a video display."²
3. The Examiner interpreted "rendered view" and "renderer" as a provider. (Ans. 4).
4. Under the broadest reasonable interpretation, consistent with the Examiner's interpretation and Appellants' Specification, we find the term "rendered view" to be a web page from an online content provider and the "renderer" to be the content provider.

² Rendered Definition, *The American Heritage® Dictionary of the English Language, 4th Ed.* (2004), <http://dictionary.reference.com/browse/rendered> (last visited January 07, 2010).

Currans

5. Currans is directed to an automated document delivery system which generates personalized documents based on a user interests. (col. 4, ll. 40-45).

6. Currans discloses, “. . . document server 100 contains an innovative edit module 120, transmission module 150 and knowledge module 170 to dynamically generate personalized publications from otherwise disparate content objects for requesting users/subscribers.” (col. 4, ll. 27-32).

7. Currans describes that the personalized document created is a user's personalized newspaper which contains information in which the user has indicated a specific interest in. (col. 13, ll. 55-58).

8. Currans describes clicking on a content provider's link to add the content provider to the user's personalized newspaper. These content providers may include local newspapers, online news sources, sports, special interest sites, and TV listings. (Fig. 12).

9. Currans' system is able to deliver Major League Baseball news to a user's personalized newspaper from CBS Sportsline™. (Fig. 12).

10. Currans describes that the edit module receives content from one or more content providers based on the user profile stored within the knowledge module. (col. 4, ll. 40-45).

11. Currans describes that the knowledge module comprises user information to provide individualized service to users. (col. 8, ll. 22-49).

12. Currans describes in figure 12 that the system will check as often as the user likes, but will only print when the content has been updated. (Fig. 12).

13. Currans describes in figure 8 that a user may customize the delivery schedule of their personalized publication (i.e., daily, weekly, monthly). (Fig. 8).

PRINCIPLES OF LAW

During examination, the claims must be interpreted as broadly as their terms reasonably allow. *In re Am. Acad. of Sci. Tech. Ctr.*, 367 F.3d 1359, 1364 (Fed. Cir. 2004). When the specification states the meaning that a term in the claim is intended to have, the claim is examined using that meaning, in order to achieve a complete exploration of the applicant's invention and its relation to the prior art. *In re Zletz*, 893 F.2d 319, 321-22 (Fed. Cir. 1989).

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros., Inc. v. Union Oil Co.*, 814 F.2d 628, 631 (Fed. Cir. 1987).

ANALYSIS

Claims 1-6 and 12 rejected under 35 U.S.C. § 102(b) as being anticipated by Currans.

Independent claim 1

Appellants argue that Currans does not disclose, teach or suggest “. . . a user identifying a portion of content from a rendered view,” as recited in claim 1. (Br. 7). We are not persuaded by Appellants’ argument and find that Currans discloses a personalized newspaper which is created from

information in which the user has indicated a specific interest in. (FF 7). The user indicates these interests by selecting from different online content providers such as news, sports, TV listings, etc. (FF 8). In other words, in order to create a personalized newspaper, users must identify the content they would like included in their newspaper, by selecting the specific sources online. For example, Currans allows a user to only receive baseball scores from a general sporting news site. (FF 9). Thus, consistent with our interpretation of a “rendered view” of content (FF 1, 2, 3, 4), Currans discloses a user identifying a portion of content from a rendered view as recited by claim 1. Therefore, Appellants’ argument is not persuasive as to error in the rejection.

Appellants next argue that Currans does not disclose, teach or suggest, “. . . wherein a renderer of the view of the content has not provided a subscription interface thereto,” as recited by claim 1. (Br. 7-8). We are not persuaded by Appellants’ argument and find that Currans discloses an edit module which receives content from content providers based on a user profile stored in the knowledge module. (FF 7, 10). The knowledge module of Currans stores the information in which a user has indicated a specific interest into a user profile. (FF 11). Thus, it is the edit module which receives content information based on information in the knowledge module without benefit of a subscription interface provided by the content provider. Therefore, a user would be able to access content from a content provider where the content provider has not provided a subscription interface since the edit module is receiving the content in which a user has identified a portion of content which is of interest to the user based on the information

contained in the knowledge module irrespective of any subscription interface. (FF 6). Accordingly, Appellants' argument that that Currans does not disclose, teach or suggest, ". . . wherein a renderer of the view of the content has not provided a subscription interface thereto" is not persuasive as to error in the rejection.

Appellants next argue that Currans does not disclose "registering a subscription, for the user, to the identified portion of the content," as recited by claim 1. (Br. 8-9). We are not persuaded by Appellants' argument and find that as discussed *supra*, Currans discloses a personalized newspaper which is created from information in which the user has indicated a specific interest in. (FF 7). Additionally, we find that Currans discloses that its system generates personalized publications for requesting users/subscribers. (FF 6). Further, this subscription can be based upon a customized schedule determined by the user to be based upon either time or a change in the content. (FF 12, 13). Thus, we interpret the subscribers disclosed by Currans which receive personalized publications based on the information they have indicated to be of interest in the knowledge module to meet the limitation as claimed by Appellants. (FF 10). Therefore, we find that Currans discloses "registering a subscription, for the user, to the identified portion of the content," as recited by claim 1. Accordingly, Appellants' argument is not persuasive as to error in the rejection.

Claim 2

Appellants argue that Currans does not disclose "using the registered subscription to deliver updates of the identified portion of content to the

user,” as recited by claim 2. (Br. 11). We are not persuaded by Appellants’ argument and find that as discussed *supra*, Currans discloses that its system generates personalized publications for requesting users/subscribers. (FF 6). Not only can a user customize their personalized publication to be delivered on a daily, weekly, or monthly basis, they can choose to receive an update only when their indicated content has been updated. (FF 12, 13). Thus, we find that Currans discloses “using the registered subscription to deliver updates of the identified portion of content to the user,” as recited by claim 2. Therefore, Appellants’ argument is not persuasive as to error in the rejection.

Claims 3-6 and 12

Appellants do not separately argue claims 3-6 and 12, which depend from claim 1 respectively, and so have not sustained their burden of showing that the Examiner erred in rejecting claims 3-6 and 12 under 35 U.S.C. § 102(b) as anticipated by Currans for the same reasons we found as to claim 1, *supra*.

CONCLUSION OF LAW

We conclude that Appellants have not shown that the Examiner erred in finding that Currans discloses the limitations “enabling a user to identify, from a rendered view of content, a portion of the content which is of interest to the user, wherein a renderer of the view of the content has not provided a subscription interface thereto” and “registering a subscription, for the user, to the identified portion of the content,” both as recited in claim 1 and “using the registered subscription to deliver updates of the identified portion of the content to the user,” as recited in claim 2, under 35 U.S.C. § 102(b).

DECISION

The decision of the Examiner to reject claims 1-6 and 12 is
AFFIRMED.

No time period for taking any subsequent action in connection with this appeal may be extended under 37 C.F.R. § 1.136(a)(1)(iv)(2007).

AFFIRMED

ack
cc:

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